



Acceptance of Purchase Order: Agreement by seller to furnish materials, parts, and products (goods) or services resulting from services hereby ordered, or its commencement, or acceptance of any payment, shall constitute the unqualified acceptance of this Purchase Order subject to terms and conditions. Buyer shall be bound to any terms or conditions that it has not been agreed upon in writing.

Delivery: Delivery shall be FOB Destination. Deliveries shall be strictly in accordance with Buyer's delivery schedule. Seller to promptly notify buyer when required delivery date might not be achieved.

Requirements for Approval: Title is not accepted until items are inspected upon receipt to verify that the item meets its requirements. When specified, Seller provides a certificate of conformance stating compliance with the order requirements; test data, inspection reports or other data. Seller to utilize capable measuring devices to determine product conformance to specifications. Seller must measure product/process features at a frequency appropriate to eliminate risk of shipping nonconforming product. Contracted Machining Seller provides dimensional inspection reports that include actual results of all characteristics. Buyer may require Seller to repair, replace, or reimburse the purchase price of rejected goods or Buyer may accept any goods and upon discovery of nonconformance, may reject or keep or keep and rework any such goods not so conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or reinspection by Buyer shall be at Seller's expense.

Compliance with Law: Seller warrants that the goods to be furnished and the services to be rendered under this Purchase Order shall be manufactured, sold, used and rendered in compliance with all relevant federal, state, local laws, orders, rules, and regulations,

Requirements for Personnel: Seller to ensure personnel are certified or qualified when the processes being used to produce the product require it. Examples include non-destructive testing, welding, soldering and other processes that have a high degree of human intervention and control.

Buyer's Property: All drawings, tools, fixtures, materials and any other property supplied or paid for by buyer shall be and remain the property of the Buyer and shall be returned to Buyer upon Buyer's request.

Quality Management System Requirements: Seller to maintain and ISO 9001 compliant quality management system.

Calibration: Purchase orders for metrology services require that calibrations are performed using standards that are traceable to NIST. Calibration program to be ISO 10012 Measurement Management System compliant.

Technical Data Requirements: Seller must apply the identified revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data. Where the revision level is not specified for a process, the most current revision status applies. This includes both industry standards; and specifications/procedures originating from Buyer or our customer. The Seller will include the revision status on applicable certificates of conformance, reports and records. Certifications are required for raw material, special processes, calibration and testing services.

Altering Data: Any method that causes the original data on documents to be obliterated and unreadable which alters the information on any certifications, test reports or other documents related to this purchase order is strictly prohibited. Corrections may be made providing it is obvious that a change was made, and it is initialed or stamped by an authorized individual. Upon receipt at Buyer, products or services represented by documents that show evidence that they have been corrected or altered in an unauthorized manner are subject to return at Seller's expense.

Assignments, Subcontracting, Organizational Changes, and Place of Performance: Seller may not assign any rights, delegate, any of its obligations due to or to become due under this Purchase Order or Subcontract all or substantially all of its obligations under this Purchase Order without prior written consent of the Buyer.

Requirements for Acceptance: Seller to ensure test and inspection plans are implemented to ensure product complies with specified requirements and end user's needs. Sampling plans must conform to Military Standard MIL-STD-105. Seller to comply with requirements applicable to critical items, such as Key Characteristics (reference AS9103), when specified.

Requirements for Test Specimens: Seller to meet requirements defined within the purchase order for test specimen manufacture, quantities, retention and inspection/verification for acceptance. Test specimens must be properly preserved throughout the retention period. Test specimen records to be maintained for 10 years, unless otherwise specified.

Nonconforming Product: Seller disposition is NOT authorized. Seller must notify Buyer of nonconforming product. The Seller may not perform any repairs on products damaged or found to be discrepant, unless such repairs are specifically permitted by the applicable drawing or specification or are specifically authorized by Buyer in writing for each occurrence. Unless specifically authorized by Buyer, this prohibition also applies to reworking products by removing plating (stripping) and re-plating. Sellers shall not ship nonconforming material without first obtaining written approval from Buyer. Where repair has been accomplished, the



Seller shall include with the shipping documents a list of the products that have been subjected to such Buyer approved repair and the method used.

Seller to notify Thermocraft Engineering, Inc. of changes in product and/or process definition; and obtain our prior approval. Changes include relocating production, inspection or processing facilities; transferring work between facilities; and initiating any changes in the source of items procured by the Seller that may have a significant effect on products or processing of products for Buyer. Any change which may significantly affect product quality, reliability or integrity must be communicated to Buyer for approval. A change in ownership or a change in the individual designated as the management representative with respect to the Seller's Quality/Inspection System shall be construed as a facility change and requires the Seller to notify Buyer.

Non-Conventional Manufacturing Methods: Unless required by the purchase order, drawing, specification, or contract, the Seller and sub-tier Suppliers may NOT use Electrical Discharge Machining, Electro Chemical Machining, laser or abrasive water jet, flame spray coatings, or any other non-conventional manufacturing method or process on products without prior written authorization from Buyer.

Seller is required to qualify their sub-tier sources and insure that they have sufficient capability to deliver conforming product on time. Sellers are required to flow down to their sub-tiers all requirements of this purchase order, including key characteristics. Written approval must be obtained from Thermocraft Engineering, Inc. for all special process sources used by Sellers and their sub-tier sources.

Records Retention: Seller is required to maintain appropriate product realization records, including inspection and test, with appropriate traceability to materials for 15 years. Maintain lot control with traceability to the purchase order. A lot consists of pieces of a single part number and composition; manufactured under essentially the same conditions, and at essentially the same time.

Right of Access: Seller must grant access to Buyer, our representatives, customers and regulatory bodies to all areas used for the performance of this purchase order. Seller will provide assistance, including safe passage, with pertinent personnel, facilities, equipment and records associated with the purchase order. Right of access requirements must be flowed-down to sub-tier Suppliers.

Upon acceptance of this order, the Seller agrees that their quality system, products, materials and records are subject to on-site evaluation at any location necessary. On-site verification and product evaluation by Buyer, its customers and/or customer representatives will not negate the need for product verification by the Seller.

Requirements for Flow Down to Sub-tiers: Seller must flow down applicable requirements, including statutory or regulatory requirements, such as DFARS and DPAS, that may affect the item ordered by Buyer, to its sub-tier source(s) and ensures the sub-tier source(s) conforms to these requirements.

Steel Orders: DFARS 252.225-7014, Domestic Specialty Metals, and Alternate 1, applies. Purchase Order specifying DOMESTIC material requires material produced only with the United States of America.

ITAR: This document and attachments may contain technical data controlled under the U.S. International Traffic in Arms Regulations (ITAR). It may NOT be given to a Foreign Person or exported to a Foreign Person abroad without written authorization by Thermocraft Engineering, Inc. and the U.S. Department of State.

Unauthorized Purchase Order Changes: The Seller may NOT make changes to products or services required by the purchase order, contract, drawing, specification, standard, or other applicable document without prior written authorization by Buyer. Strict compliance with all requirements of this purchase order is mandatory. Thermocraft Engineering, Inc. reserves the right to cancel this purchase order or individual line items listed without liability in the event that the Seller fails to meet stated requirements.

Confidential and Proprietary Information: Documents furnished by Buyer are furnished solely for the purpose of doing business with Buyer. Seller may not transmit or furnish any documents or copies to anyone outside the Seller's organization except to a sub-tier source used by the Seller for performance of work.

Priority Rating: If so identified, this Purchase Order is a "rated order" certified for national defense use, and seller shall follow all requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

Warranty: Seller warrants that the products and services are free from defects in design and workmanship, fit for the particular purposes for which they are intended, and in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications). All warranties shall be for the benefit of the Buyer, its successors, assigns, customers and the ultimate users of the products and services.

RoHS, REACH: Seller must comply with RoHS and REACH requirements. Seller must alert Buyer of any supplied materials covered within the scope of RoHS and REACH and any other hazardous material, especially those exceeding safe limits.

Conflict Minerals: Seller must comply with the Dodd-Frank Consumer Protection Act Section 1502. Seller is expected to refrain from direct or indirect trade of minerals in conflict areas that contribute to human suffering.



Counterfeit Parts Prevention: Seller represents and warrants that only new and authentic materials are used in Products to be delivered to Buyer under this Order and that the Products delivered contain no Counterfeit Parts or suspect Counterfeit Parts.

Suspension of Work: In the event Buyer's Customer suspends work, Buyer reserves the right to suspend associated work under this Order.

Gratuities, Kickbacks, Business Conduct, and Ethics: Buyer's expectation is that Seller will conduct its business in a lawful, honest, ethical, and impartial manner.

Environmental and Safety Policies: All work shall be performed by Seller in full compliance with all applicable federal, state and local government environmental, health, and safety laws and regulations

Order of Precedence: In the event a specification within the body of the purchase order conflicts with these general terms and conditions, the specification within the body applies and the general terms and conditions are secondary.

Electronic Transmissions: The parties agree that this Purchase Order, if transmitted electronically will be considered as an electronic signature and thereon authenticated; neither party shall contest the validity of such on the basis that the Purchase Order was electronically transmitted or contains the electronic signature.